

LEASE AGREEMENT

BETWEEN

Rosa L. Dellenoci and VR Limited Partnership

AND

MONTGOMERY COUNTY, MARYLAND

DATED: 6/13/08

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LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this _____ day of _____, 2008, by and between MONTGOMERY COUNTY, MARYLAND hereinafter referred to as "the County", and Rosa L. Dellenoci and VR Limited Partnership, a Maryland Limited Partnership, hereinafter referred to as "Landlord". (The Landlord and the County together the "Parties")

WITNESSETH:

In consideration of the rents hereinafter reserved, and the agreements and covenants herein contained, the Parties hereto mutually agree as follows:

1. **THE LEASED PREMISES:**

The Landlord hereby leases to the County and the County hereby leases from the Landlord all of that real property, situate and lying in Montgomery County, Maryland, which consists of the space shown outlined on a floor plan attached hereto and made part hereof as Exhibit "A", known as **Suite 400 and Suite 410** located on the fourth (4th.) floor of the building (hereinafter referred to as "the Building") at 1110 Bonifant Street, Silver Spring, Maryland 20910, and containing approximately 5990 rentable square feet which space is hereinafter referred to as "Leased Premises". The square feet rentable area of the Leased Premises has been determined by the Building architect in accordance with the current standards set forth in the Building Owners and Managers Association International Standard Method of Measurement (ANSI/BOMA Z65.1-1996).

2. **TERM:**

The term of this Lease (the "Lease Term") shall commence ("Lease Commencement Date") on March 1, 2008 and shall terminate at 12:00 o'clock, midnight, on the last day of the calendar month which completes Five (5) full years of tenancy hereunder, plus the partial month (if any) in which the Lease Commencement Date occurs. County will execute the Commencement Date Certificate attached to this Lease as Exhibit E within fifteen (15) days of Landlord's request therefor.

The Lease Term shall also include any renewal or extension of the term of this Lease.

3. **BASIC RENT:**

The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule :

	<u>Basic Annual Rent</u>	<u>Basic Monthly Rent</u>
Year 1	\$166,633.68	\$13,886.14
Year 2	\$174,132.24	\$14,511.02
Year 3	\$181,968.24	\$15,164.02
Year 4	\$190,156.80	\$15,846.40
Year 5	\$198,713.88	\$16,559.49

3.1 County hereby covenants and agrees to pay the basic annual rent ("Basic Rent") pursuant to the terms of Section 3 hereof, payable on demand in the monthly installments herein stipulated, in advance, on the first day of each month during the term. If the Lease Commencement Date is not the

first day of a month, then on the Lease Commencement Date County shall pay the Basic Rent for the month in which the Lease Commencement Date occurs, calculated at a daily rate of one-thirtieth (1/30th) of an installment of the Basic Monthly Rent. The term "Basic Rent," as used herein, includes, without limitation, the Basic Rent; and all other amounts payable by County to Landlord (whether or not the same are specifically referred to herein as Additional Rent).

3.2 All payments of rent shall be made in cash or by check, auto deposit, or wire transfer payable to "VR Limited Partnership" and delivered to said Agent at its offices at the address as stated herein "Mail Notices" or to such other person and place as may be designated from time to time by written notice from Landlord to County. No payment by County or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. County's obligation to pay Basic Rent and Additional Rent accruing during the Lease Term shall survive the expiration of this Lease, except as may be provided otherwise herein.

3.3 Any installments of Rent (as hereinafter defined) which are not paid within ten (10) days after the due date shall be subject each month to a late charge equal to five percent (5%) of the amount due, which shall be payable as Additional Rent. Any installment of Rent not paid within thirty (30) days from the date due shall accrue interest at fifteen percent (15%) per annum until paid in full, which interest shall be deemed Additional Rent hereunder.

3.4 Early Lease Termination – Suite 410: County shall have the right to escalate the termination date for the initial Lease Term for Suite 410 as of the last day of the thirty-sixth full month of such initial Lease Term (the "Termination Date") subject to and conditioned upon the following terms and conditions: a) County may exercise such right only by written notice to Landlord not later than the last day of the thirtieth (30th.) full calendar month of the initial Lease Term, and if County does not timely give such notice, then at Landlord's written election County's rights under this Section shall be of no further force or effect and; b) County is current on all amounts due to Landlord pursuant to the Lease and; c) County vacates the Leased Premises, Suite 410, in it's entirety, on or before the Termination Date.

3.5 Provided that County exercises its right to terminate the lease term for Suite 410 in accordance with Section 3.4 then effective the day immediately following the "Termination Date"; a) County's Leased Premises described in Section 1 hereof shall be Suite 400 containing 5,277 rentable square feet and; b) the monthly rental, as so provided in Section 3 hereof, the "Basic Rent", for Year 4 shall be \$13,986.29 and \$167,835.48 annually and; c) the monthly rental, as so provided in Section 3 hereof, the "Basic Rent", for Year 5 shall be \$ 14,615.68 and \$175,388.16 annually.

Any terms and/or conditions contained in the original "Lease" not specifically addressed in the aforementioned Section 3.4 and Section 3.5 shall continue in full force and effect throughout its term.

4. ANNUAL OPERATING EXPENSES:

The Annual Operating Cost are included in the Rent schedule, Paragraph 3. No additional Operating Expenses shall be paid by the County.

5. PARKING:

Landlord shall make available to County, at no additional cost, Two (2) monthly parking permit(s) for the parking of a standard-sized automobile for one (1) unreserved and one (1) reserved space in the parking garage of the Building (the "Garage") on a daily basis only excluding the storage of any vehicle unless permitted by Landlord. The use of said automobile parking areas by County and County's invitees and licensees shall be at their sole risk and expense. Said parking area shall be under the exclusive control of Landlord, who shall clean, repair and maintain the facility and have the right to establish rules and regulations governing the use of said parking areas, and the right to change such rules and regulations from time to time. County agrees to keep, observe and comply with all such rules and regulations so established by Landlord, and will direct and require its employees, licensees, contractors and agents to comply therewith. No employee of Landlord is authorized to accept possession of any vehicle from the County or from County's employees, licensees, visitors or invitees, nor to accept custody of any articles from County.

6. USE:

County shall use the Leased Premises solely for non-medical general administrative government office use only for the Commuter Services Section (unless such use is consented to by Landlord in writing and Landlord's consent shall not be unreasonably withheld or conditioned and conforms to the provisions of this Section) and for no other use or purpose. County shall not use the Leased Premises for any unlawful purpose or retail use. The County shall have access to the Leased Premises 7 days per week, 24 hours per day.

Landlord shall provide to County electronic keys or cards to access the parking garage and the building after normal business hours. Such electronic keys shall be provided to County, at no additional cost, in an initial number sufficient to supply County's employees within the Leased Premises. Lost, stolen, misplaced or invalid keys shall be promptly reported to the Landlord. Replacement keys shall be provided at a charge of \$15.00 each which expense shall not be required for keys reassigned to another County employee.

7. HAZARDOUS MATERIALS:

The County shall not deposit or dispose of any such wastes, medical byproducts or any hazardous or toxic chemicals or substances (as defined by applicable governmental regulations and laws) in toilets, sinks, plumbing lines, waste containers, trash dumpsters or other trash collection or receptacle facilities of the building and shall be in accordance with applicable Laws and Regulations.

8. COUNTY'S PROPERTY DAMAGE AND LIABILITY INSURANCE

A- The County shall obtain and maintain, during the full term of this Lease and any extension thereof, a policy of public liability insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Leased Premises or arising out of the use thereof by County or its agents, employees, officers, subtenants, invitees, visitors and guests, under one or more policies of general public liability insurance with a company licensed to do business in Maryland with bodily injury limits of \$200,000 (two hundred thousand dollars) for injury (or death) to one person, \$500,000 (five hundred thousand dollars) per occurrence, and property damage insurance with a limit of five hundred thousand dollars (\$500,000). The County shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act ("LGTC"), 1986 MD. Ann. Code, Cts & Jud. Proce. Sec. 5-301 et seq. (2006 Repl. Vol) as amended (the "LGTC"). If the LGTC is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

B- The County agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy and shall not do or permit to be done any act or thing as a result of which either any policy of insurance of any kind covering any or all of the Property or any liability of the Landlord in connection therewith may become void or suspended or the insurance risk under any such policy would be made greater and in the event the County's occupancy causes any increase in the insurance premiums for the Building or any part thereof, then the County shall pay as Additional Rent the additional premiums within ten (10) days after Landlord notifies County of such increase or cease such act at Landlord's option.

C- The County agrees to hold harmless and hereby indemnifies Landlord, its employees and agents, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, or occasioned wholly or in part by any act or omission of County or its employees at or upon the Leased Premises, or the occupancy or use by County of the Leased Premises, Building or any part thereof or other areas designated by Landlord for the comfort and convenience of County except to the degree such claims arise out of the negligent acts or omissions of the Landlord, Landlord's agents, and employees. The Landlord shall provide to the County within 30 days of Landlord's receipt thereof, written notice of any and all claims under which Landlord will rely on this indemnification.

D- All the furnishings, fixtures, equipment, effects and property of every kind, nature and description belonging to the County which, during the continuance of this Lease or any occupancy of the Leased Premises by County, shall be at the sole risk of County and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless due to the negligent act of Landlord, its employer or agents- or failure to comply with its obligations hereunder.

E. The County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days from execution of this Agreement. The County reserves the right to self-insure.

F. The Parties hereby waive any right of subrogation against the other to the extent that the liability arises from a cause covered by insurance, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, contractors, invitees or employees, and only to the extent of the insurance proceeds recovered, provided that the Parties' insurance policies permit such waiver.

G Any indemnification given by the County in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, § 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable. (Any increases in any caps shall apply to this Lease automatically.)

9. LANDLORD'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. The Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of one million dollars (\$1,000,000) including fire legal liability, contractual liability, products and completed operations, and personal injury.

B. The Landlord shall provide an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100 percent of the insurable values of the property

C. All such insurance required to be carried by the Landlord: (a) shall be with an insurance company licensed to do business in the State of Maryland and rated not lower than A-XII in the A.M. Best Rating Guide, (b) may, with respect to the liability insurance described in this Section, consist of a combination of primary insurance coverage and umbrella insurance coverage, (c) may be insured under a blanket insurance policy covering multiple properties or locations, provided the minimum amount required to be applicable to the Building shall not be diminished by virtue of such blanket coverage and (d) shall provide for a minimum thirty (30) day notice of cancellation or material change. If requested by the County, copies of insurance policies shall be provided. The Landlord's property insurance shall provide or contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss. The Landlord shall provide a certificate of insurance or other reasonable documentation evidencing the coverage hereinabove described within thirty (30) days from the execution of this Agreement.

D. The Landlord will indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and /or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by the Landlord of the Leased Premises or any part thereof including exterior areas, to the extent caused by any negligent act or omission of the Landlord, its agents or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, guests, invitees and employees. Provided, however, that the County provides to Landlord within 30 days of the receipt thereof, written notice of any and all claims under which County will rely on this indemnification. The Landlord shall indemnify the County against any penalty, damage or charged incurred or imposed by reason of the Landlord's violation of any law or ordinance but shall not be responsible for or be obligated to indemnify or hold harmless County against or from any liability for any such injury, death or damage occurring anywhere upon the Property (including the Leased Premises) by reason of County's occupancy or use of the Leased Premises or any other portion of the Property, or any act of God or other cause unless caused by such negligent act or omission of Landlord, Landlord's employees or agents.

10. ACCESS:

Landlord or Landlord's agents shall have the right to have access to the Leased Premises upon reasonable notice which may be verbal (except in the event of emergency to County) for the purpose of inspection or in the event of fire or other property damage or for the purpose of performing any maintenance or repairs. Landlord may show the Leased Premises to prospective Tenants during the 12 months preceding Lease expiration and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to County and Landlord will use its' reasonable efforts to not interfere with the County's use of the Leased Premises.

11. SERVICES:

Landlord, at Landlord's expense, shall provide full services including utilities for ordinary office equipment but excluding, high-wattage computers and other equipment requiring heavier than normal office use of electricity; maintenance and repairs, trash removal, pest control and janitorial services within the Leased Premises after 5:00 P.M., Monday through Friday. Landlord shall be responsible for cleaning the common area and the outside building areas including sidewalks, walkways, pavement areas and removal of snow and ice therefrom. The Landlord shall provide trash receptacles, recycling area and shall repair and maintain of all Building systems, structure, roof, foundation and equipment; and general management of the Building and Property. Landlord shall provide controlled access to the front and rear entrances to the building, and at least one elevator after normal full service building hours.

12. HVAC:

A- Landlord agrees to maintain, repair or replace the existing heating, ventilation and air conditioning system. The air conditioning shall be so balanced as to provide a temperature range between 72 and 78 degrees. The heating shall be so balanced as to provide a temperature range between 68 and 72 degrees. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements. Landlord agrees to provide heating and air conditioning to the Leased Premises during those seasons of the year when such services are required, from 8:00 am until 6:00 pm, Monday through Friday, exclusive of legal County, State or Federal holidays.

B- Landlord shall provide at extra charge HVAC service to the Leased Premises other than during the hours and on the days set forth above upon 24 hour advance notice from the County. County shall pay to Landlord as Additional Rent the amount from time to time charged by Landlord. After-hours HVAC is currently charged at Sixty-five Dollars (\$65.00) per zone (approximately one floor) per hour with two (2) hour minimum use. Landlord reserves the right to increase this charge from time to time.

C- Landlord will not be in default under this Lease or be liable to County or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air-conditioning, elevator, cleaning, lighting or security service; for surges or interruptions of electricity including, by way of example rather than of limitation, any federal law or regulation relating to the furnishing or consumption of energy or the temperature of buildings) or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply or restore such services, nor shall any such failure to supply constitute a constructive eviction of County. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right to temporarily discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program; or Landlord's compliance with any voluntary governmental energy conservation program at the request of or with consent or acquiescence of County; or any other happening beyond the control of Landlord.

13. MAINTENANCE AND REPAIRS:

- A. Maintenance and Repairs – Emergencies: In the event Landlord fails to provide emergency maintenance and repair with dispatch and due diligence appropriate to the condition after notice from the County, then County shall have the right but not the obligation to correct these problems and be reimbursed the reasonable cost thereof by Landlord.
- B. Maintenance and Repairs – Routine: In the event Landlord fails to correct, or has not commenced to correct, routine maintenance and repair problems in the Leased Premises within 5 business days after notification of same by the County, County shall have the right but not the obligation to correct these problems and be reimbursed the reasonable cost thereof by Landlord unless damage thereto shall have been caused by the act, omission or neglect of County, its guests or invitees in which case the same shall be repaired by and at the expense of County. County shall be responsible for maintenance and repair of any of County's fixtures, appliances and personal property in the Leased Premises.
- C. If Landlord fails to provide the services pursuant to Articles 11 and 12 of the Lease within fifteen (15) days after receipt of written notice thereof from County (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), then, provided County is not then in default under the Lease beyond applicable notice and grace periods, County may, at its option, cure such default and Landlord agrees to reimburse County within 30 days its' reasonable cost incurred. Notwithstanding the foregoing, County shall not undertake any maintenance, repairs and/or replacements to any structural element of the Building, roof any Building equipment or system which serves or may affect any space in the Building other than the Leased Premises. In no event shall County be entitled to set-off or deduct any amounts incurred by County hereunder against the Annual Base Rent due under the Lease.

14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

- A. The County will not make any alterations (including signage) or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent to, and conditions and requirements for construction within the building, shall not be unreasonably withheld, conditioned, or delayed but shall be limited only to interior, non-structural alterations and improvements. All alterations, or improvements made by either of the Parties upon the Leased Premises shall immediately become the property of the Landlord and shall remain upon and be surrendered with the Leased Premises upon the expiration or earlier termination of this lease unless Landlord, at the time Landlord approves installation of such improvements, requires County to remove such property and restore the Leased Premises to its original condition. The County shall have the right, subject to the weight and utility consumption constraints provided for in the Lease, to install any furniture of office machinery necessary to conduct its business within the Leased Premises, and the same shall remain the property of the County and will be removed by the County upon the termination of this Lease. The County shall repair any damage to the Leased Premises and the Building caused by such removal.

- B. Landlord will not approve any construction, alterations or additions requiring unusual expense to restore the Leased Premises to its original condition upon Lease termination or increase the cost of construction, insurance or taxes on the Building or of Landlord's services called for by this Lease unless County first gives assurances, acceptable to Landlord in its sole discretion, that such restoration will be made prior to the expiration or earlier termination of the Lease without expense to Landlord and makes provisions acceptable to Landlord for payment of any Landlord's increased cost or expenses.
- C. The Landlord at Landlord's sole cost and expense, shall improve the Leased Premises in accordance with the interior plan and Tenant Improvement Specification attached hereto, and made part hereof as "Exhibit B" and Landlord is under no obligation to make any alterations, decorations, additions, improvements or other changes in or to the Leased Premises except as otherwise expressly provided herein.

15. NOTICE OF DEFECTS:

When the County becomes aware of defects, County shall provide Landlord with prompt notice of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises, or notice of need for repairs in the roof, plumbing, electric and heating systems, to be repaired by Landlord in accordance with the terms of this Lease.

16. ASSIGNMENT AND SUBLEASING:

The County shall not have the right to transfer use, possession or occupancy of the Leased Premises.

17. COUNTY'S COVENANTS:

County covenants and agrees:

- A. To pay the Basic Rent and Additional Rent as provided in the Lease to Landlord and until the Lease expiration date or as provided elsewhere herein (Non-Appropriation, Paragraph 26) or until possession is surrendered to Landlord, if this occurs after the Lease expiration date.
- B. Not to strip or overload, damage or deface the Leased Premises or hallways, stairways, elevators or other approaches thereto nor to permit any holes to be made in any of the same.
- C. Not to suffer or permit any trade or occupation to be carried on or use made of the Leased Premises which shall be unlawful, noisy, offensive or injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on said Building, in Landlord's concern to maintain the first-class business (non-medical, non-lab) nature of the Building.
- D. Not to place upon the interior or exterior of the building or any window or other part thereof or door of the Leased Premises any placard, sign, covering or drapes, except such and in such place as shall have been first approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. To remove, at County's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flag poles, or the like not consented to in writing.

- E. To conform to all rules and regulations from time to time established by appropriate insurance rating organizations and to all reasonable rules and regulations from time to time established by Landlord.
- F. To keep the Leased Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by County and to procure all licenses and permits so required because of such use and, if requested by Landlord, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way County's Permitted Uses.

18. DESTRUCTION OF THE LEASED PREMISES:

In the event of damage or destruction of the Leased Premises by fire or any other casualty, this Lease shall not be terminated, but the Leased Premises shall be promptly and fully repaired and restored as the case may be by the Landlord to the extent of Landlord's insurance proceeds provided such repair and or restoration returns the Leased Premises to substantially the condition prior to such damage or destruction. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in the event of damage or destruction, this Lease shall continue in full force and effect, except for abatement of rent as provided herein. If the condition is such as to make the entire Leased Premises "Untenantable", then the rental which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the Leased Premises have been fully restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated and credited or paid to the appropriate party. If the Leased Premises are partially damaged or destroyed, then during the period that County is deprived of the use of the damaged portion of said the Leased Premises, County shall be required to pay rental prorated to reflect that portion of the Leased Premises which continues to be "Tenantable" and appropriate for County's use. Landlord will proceed at its expense and as expeditiously as may be practicable to repair the damage. Notwithstanding any of the foregoing, in the event of substantial damage, destruction or if less than six (6) months would remain of the term upon completion of the repairs or if any Mortgagee requires that any or all of the insurance proceeds be used to retire its Mortgage and Landlord should decide not to repair or restore the Leased Premises or the building, in which event and at Landlord's sole option, Landlord may terminate this Lease by giving County a written notice of its intention to terminate within Thirty (30) days after the date of the casualty. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Leased Premises or any portion of the Building of which they are a part.

19. SURRENDER OF THE LEASED PREMISES:

Tenant covenants at its sole cost and expense, at the expiration or other termination of this Lease: to remove all goods, equipment, personal property and effects from the Leased Premises not the property of Landlord; to remove all non-standard alterations, except as Landlord has agreed with Tenant to leave in the Leased Premises; to put the Leased Premises in broom clean condition and in good order and repair, reasonable wear and tear excepted; and to yield up to Landlord the Leased Premises and all keys, gate cards, security cards, locks and other fixtures connected therewith in good repair, order and condition in all respects, reasonable wear and tear and damage by fire or other casualty, not caused by Tenant's act or neglect, excepted. Any of Tenant's equipment, non-standard alterations, goods, personal property and

effects not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and may be retained by Landlord as its property or be disposed of at Tenant's sole cost and expense, without accountability, in such manner as Landlord may see fit. A fee of \$15.00 each will be charged for keys, gate cards and security cards not returned to Landlord.

20. DEFAULT:

- A. By County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (10) days after written notice to the County for same, to keep and perform each and every one of the terms, conditions and covenants contained herein, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence,) after written notice to County from the Landlord specifying the default, then at the option of the Landlord, the Landlord or his assigns may proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland.
- B. By Landlord: In the event that the Landlord or his assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as either otherwise provided herein on as may reasonably be required to correct the default with exercise of due diligence) after written notice by certified or registered mail, return receipt requested, from the County specifying the default, then the County at its' option, may pursue any and all legal remedies available to the County.
- C. No default as hereinbefore provided shall be deemed complete unless at the time Landlord or County seeks to take any action based upon such alleged default the same shall remain uncured by the defaulting party.

21. HOLDOVER:

In the event the County continues to occupy the Leased Premises or any part thereof after the conclusion of the term of this Lease, the County's tenancy shall be deemed to be upon a month-to-month basis. The tenancy thus created shall be subject to all applicable terms and conditions of this Lease, including any rental increases, in excess of those set forth in this Lease, as determined by Landlord, at Landlord's sole and absolute discretion and may be terminated by either party providing the other not less than thirty (30) day's prior written notice, to expire the day of the month from which tenancy commenced.

22. QUIET POSSESSION:

Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on County's part, County shall at all times during the term of this lease and to any renewals, extensions or modifications thereof, have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes herein cited.

23. STATUTORY PROVISIONS:

It is understood, agreed and covenanted by and between the Parties that the Landlord and County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

24. NO WAIVER:

The waiver at any time by the Landlord or County of any particular covenant or condition of this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

25. NON-DISCRIMINATION:

Landlord agrees to comply with the non-discrimination policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, martial status, national origin, ancestry, disability, sexual orientation or genetic status.

26. NON-APPROPRIATION:

This Lease is subject to the appropriation of funds. If funds are not appropriated, for any reason whatsoever, the Lease will automatically terminate on July 1 of the calendar year which the County does not appropriate funds. The County shall give Landlord at least Thirty (30) days prior written notice of the lack of appropriation.

27. CONTRACT SOLICITATION:

Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics. Landlord is responsible for any and all fees of any procuring agent it has retained.

28. PUBLIC EMPLOYMENT:

Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

29. CONDEMNATION:

In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Leased Premises are a part is taken or condemned for public use or purpose by any competent authority, County shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the County to damages therefore, if any, are hereby assigned by the County to the Landlord. Upon such condemnation or taking, the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation and the County shall have no claim against the Landlord for the value of any unexpired term of this Lease, any interruption of County's business upon the Leased Premises, diminution in County's ability to use the Leased Premises, or any other injury or damage sustained by County as a result of such Condemnation. The foregoing notwithstanding, County shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by County

which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken so long as such separate award in no way diminishes any award or payment which Landlord would otherwise receive as a result of such Condemnation.

30. GENERAL PROVISIONS:

- A. Entire Agreement: It is further understood and agreed that this Lease, Exhibits and Amendment contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing duly executed by the Parties
- B. Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and County shall have all rights and remedies granted by Law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by Landlord or County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.
- C. Governing Law: The provision of this Lease shall be governed by the laws of the State of Maryland.
- D. Severability : If any provision of this Lease is deemed by a final court decision to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding.

31. SUBORDINATION:

Landlord shall have the absolute right to encumber the Leased Premises set forth in this Lease and the Lease, at the option of the Landlord, shall be subordinate to such encumbrance or encumbrances. County agrees to sign appropriate and acceptable papers for subordination within thirty (30) days after Landlord's written request, provided such subordination shall be upon the express condition that the Lease shall be recognized by the holder of the encumbrance and the rights of County shall remain in full force and effect during the initial Lease term or any extension thereof. In the event of a sale or transfer of title to the aforesaid land and Leased Premises, any transferee shall be entitled to have this Lease subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money. County agrees to execute appropriate and acceptable subordination documents required by Purchaser. The Lease is subject and subordinate to all ground or underlying leases and to all mortgages and/or deeds of trust which may now or hereafter affect such leases or the real property of which the Leased Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

32. ESTOPPEL CERTIFICATES:

The County agrees, at anytime and from time to time, within 30 days after prior written request by Landlord, to execute, acknowledge and deliver to Landlord in writing the completed and signed Estoppel Certificate as contained in Lease Exhibit "D" Estoppel Certificate (Form).

33. BENEFIT AND BURDEN:

The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties and each of their respective representative, successors and assigns.

34. WAIVER OF JURY TRIAL:

Should any controversy, action, proceeding or counterclaim arise by and between the Parties hereto against the other concerning any of the terms and conditions contained in this Lease, the payment of monies due hereunder, issues in any way connected with this Lease, County's use or occupancy of the Leased Premises, any claim of injury or damage or any statutory remedy, then each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury by a court of competent jurisdiction in the State of Maryland, Montgomery County.

35. RECOURSE:

County specifically agrees to look solely to Landlord's Property Damage and Liability insurance for the recovery of any judgments from Landlord under this Lease. For any judgments or claims under this Lease for which Landlord has no insurance coverage. The County specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord. It is agreed that Landlord (and its parties and their shareholders, and all of their officers, directors, and employees) will not personally liable for any such judgments nor in any fashion with respect to this Lease and/or claims by County or its employees under this Lease.

36. SIGNAGE:

Landlord shall supply, at its expense, building standard door and lobby directory signage.

37. MAIL NOTICES:

All notices required or desired to be given hereunder by either party to the other shall be given certified or registered mail, postage prepaid, or sent by facsimile addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

LANDLORD:

VR Limited Partnership
1110 Bonifant Street
Silver Spring, Maryland 20910

Tel.# 301- 588-0566
Fax.# 301-588-0567

COUNTY:


Montgomery County Maryland
Department of Public Works and
Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Tel #:240-777-7252
Fax #:240-777-7259

With copy that does not constitute a notice:
Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

[SIGNATURE PAGE FOLLOWS]

WITNESS WHEREOF, the Parties hereto have caused this LEASE to be properly executed.

WITNESS:

By: 

LANDLORD:

Rosa L Dellenoci and VR Limited Partnership

By: 
Vito Dellenoci, General Partner

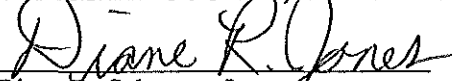
Date: _____

WITNESS:

By: 

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: 
Diane R. Schwartz Jones
Assistant Chief Administrative Officer

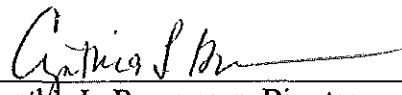
Date: 6-13-08

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

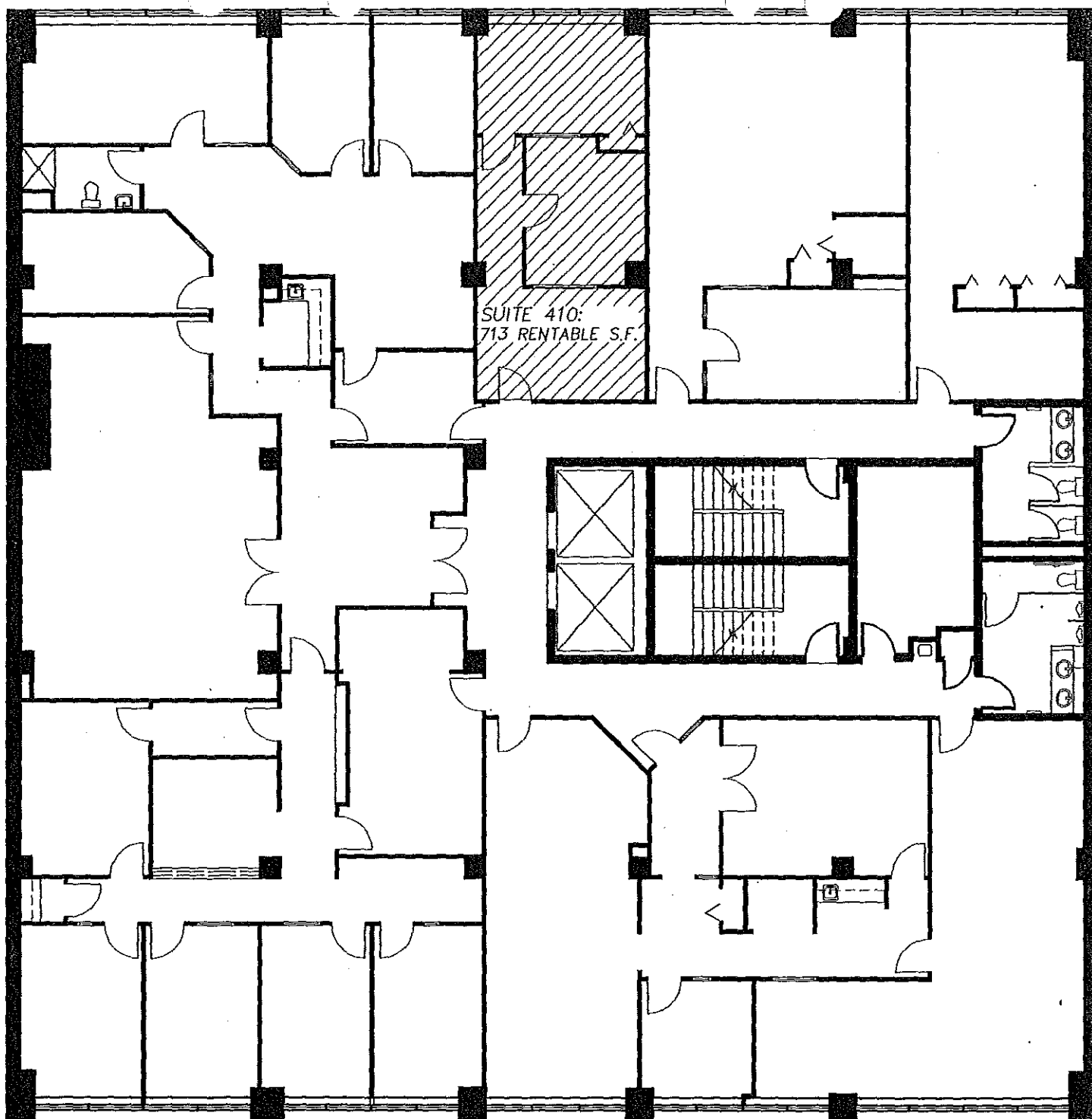
By: 

Date: 4/8/08

RECOMMENDED:

By: 
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 2/25/08



AREA PLAN FOR: **SUITE 410**

NOT TO SCALE

CRITICAL DIMENSIONS SHALL NOT BE SCALED

EXISTING CONDITIONS HAVE BEEN PARTIALLY
 FIELD VERIFIED BY ARIUM INC.

METHOD OF AREA MEASUREMENT IS BOMA 1996 STANDARD.

ARIUM		SUITE 485 6637 TWIN KNOLLS RD. COLUMBIA, MD. 21046
ARCHITECTURE ENGINEERING	INTERIORS	BALT. (410) 730-2300
	PLANNING	WASH. (301) 621-4600
		FAX (410) 730-2798

PROJECT:	AREA PLAN
	SUITE 410
	1110 BONIFANT ST.
	SILVER SPRING, MD 20910

DWG:	CQ1
DATE:	12 NOV 07
FILE:	BF14ACQ1
DRAWN BY:	LMW

EXHIBIT A 1

Exhibit B- WORKLETTER

Landlord agrees to provide the following materials and labor to improve Tenant's Suite 400 prior to occupancy to be performed in a workman like manner with building standard materials.

1. Paint entire Leased Premises in Tenant's selection of Landlord's building standard colors to include vinyl cove base.
2. Carpet the Leased Premises (excluding areas designated VCT) in Tenant's selection of Landlord's building standard carpet.
3. KITCHEN/PANTRY AREA:
 - a. Reconfigure per attached floor plan Exhibit A to include revised break room.
 - b. Cover area in Tenant's selection of Landlord provided VCT.
 - c. Refrigerator: 18.2 cu ft, top-freezer with ice maker (or comparable)
 - d. Retain and relocate existing dishwasher.
 - e. Provide electric outlets as required to include one (1) separate circuit for microwave and one (1) separate circuit for coffee maker.
4. SERVER/FILE ROOM:
 - a. Add interior door and frame on passage set (per floor plan)
 - b. Add finished drywall partition (per floor plan)
5. CONFERENCE ROOM:
 - a. Double entry doors with glass insert on passage sets.
 - b. Glass viewing pane in metal frame to be provided in conference room corridor wall (per floor plan).
 - c. Duct supply air from existing 3 ton AC unit into conference room for supplemental air conditioning.
6. HVAC:

Landlord to modify supply and return as required.
7. LIGHTING:

Landlord shall relocate, reswitch and/or provide additional 4-tube fluorescent lighting as required.
8. FIRE/ LIFE SAFTY:

Landlord shall provide any changes to existing lighting, alarms or exit signage as may be required.

NOTE: Final floor plan, Exhibit A, is subject to review and modification by Landlord's architect as may be required by building codes.

EXHIBIT B

Exhibit C: Rules & Regulations

This Exhibit is a part of that certain Lease dated as of _____, 2008 (the "Lease"), between Rosa L. Dellenoci and VR Limited Partnership ("Landlord") and Montgomery County, Maryland ("County").

1. County as Tenant shall not obstruct or use for any purpose other than ingress and egress to and from the Leased Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by County. Landlord shall have the right to control and operate the public portions of the Building and the facilities furnished for common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. County shall not permit the visit to the Leased Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants. County shall coordinate in advance with Landlord's property management department all move-ins, move-outs and deliveries to the Building so that arrangements can be made to minimize such interference. County and its employees shall not use any of the parking spaces designated for use by visitors only or the roof.

2. County shall not place any showcase, mat or other article in any common or public area of the Building.

3. County shall not use any water and wash closet or other plumbing fixture for any purpose other than that for which it was constructed. County shall not place any debris, rubbish, rag or other substance therein.

4. County shall not use any loudspeaker or sound system which may be heard outside the Leased Premises.

5. With the exception of a service dog, County shall not bring any bicycle, vehicle, animal, bird or pet of any kind into the Building. County shall not do or permit any cooking on the Leased Premises, except for microwave cooking and use of coffee machines by County's employees for their own consumption. County shall not install any microwave oven or coffee machine in the Leased Premises without Landlord's prior written approval of such equipment and its location within the Leased Premises. County shall not cause or permit any unusual or objectionable odor to be produced upon or permeate from the Leased Premises.

6. County shall not use any space in the Building for the sale of goods to the public at large or for the sale at auction of goods or property of any kind.

7. County shall not place on a floor a load exceeding the load which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy items. Landlord shall have the right to repair at County's expense any damage caused by County's moving property into or out of the Leased Premises or due to the same being in or upon the Leased Premises or to require County to do the same. County shall not receive into the Building or carry in the elevators any furniture, equipment or bulky item except as approved by Landlord, and any such furniture, equipment and bulky item shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator. County shall remove promptly from sidewalks adjacent to the Building items delivered for County.

8. County shall not place additional locks or bolts of any kind on any door or window or make any change in any lock or locking mechanism without Landlord's prior written approval. County shall keep doors leading to common area closed (except for ingress or egress). Upon the termination of its tenancy, County shall deliver to Landlord all keys (including electronic keys) furnished to or procured by County, and if any key so furnished is not delivered, then County shall pay the replacement cost thereof. County's key system shall be separate from that for the rest of the Building.

9. County shall not install or operate in the Leased Premises any equipment that operates on current greater than 10 ampere at 110 volt power or cumulatively exceed 4.5 watts per square foot without obtaining Landlord's prior written consent. Landlord may condition such consent upon County's payment of additional rent in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by such equipment. County shall not

install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Leased Premises or the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any equipment of County causes noise or vibration that may be transmitted to such a degree as to be objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at County's expense vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord or to require County to do the same.

10. Landlord may exclude from the Building any person who does not properly identify himself to the Building manager on duty. Landlord may require any person admitted to or leaving the Building to register.

11. County shall not use the Leased Premises for lodging.

12. Before closing and leaving the Leased Premises at any time, County shall turn off all lights.

13. County shall not request any employee of the building manager or Landlord to do anything outside of such employee's regular duties without Landlord's prior written consent. County's special requirements will be attended to only upon application to Landlord. County shall pay for any such special requirements in accordance with the schedule of charges maintained by Landlord from time to time. County shall not employ any employee of the building manager or Landlord for any purpose whatsoever without Landlord's prior written consent.

14. Canvassing, soliciting, peddling and loitering in or about the Building are prohibited. County shall cooperate to prevent the same.

15. Only hand trucks equipped with rubber tires and side guards may be used in the Building. County shall be responsible for loss or damage resulting from any delivery made by or for County.

16. County shall comply with standards prescribed by Landlord for curtains, drapes, blinds, shades, screens, lights and ceilings, including standards designed to give the Building a uniform, attractive appearance.

17. Drapes, subject to paragraph 16 hereof, (whether installed by Landlord or County) which are visible from the exterior of the Building shall be cleaned by County at least once a year at County's expense.

18. County shall immediately notify the Building Management of any breakage, sickness, fire or disorder which comes to its attention in its Leased Premises or any of the common areas of the Building.

19. Landlord may, upon request of County, waive County's compliance with any of the rules. A waiver shall not (a) be effective unless signed by Landlord and delivered to County, (b) relieve County from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, or (c) relieve County from any liability for any loss or damage resulting from County's failure to comply with any rule.

20. County shall not remove, alter or replace the Building Standard ceiling light diffusers in any portion of the leased space without the prior written consent of Landlord.

21. Landlord will furnish and install fluorescent tubes and light bulbs for the Building Standard fixtures only. For special fixtures County will stock its own bulbs which will be installed by Landlord when so requested by County at County's expense.

22. County shall not install or permit or allow installation of a television antenna or satellite dish on the roof, in the windows or upon the exterior of the leased space or the Building, without the prior written consent of the Landlord.

23. County shall not mark, paper, paint, bore into, make any alterations or additions, or in any way deface any part, including equipment and fixtures, of the leased space or the Building of which it forms a part, without the prior written consent of Landlord. No wires shall be installed except in conduits,

ducts or outlets established for that purpose, unless prior written consent of Landlord has been obtained. If any County desires to install any floor covering other than carpeting, subject to the prior consent of Landlord, such floor covering shall be installed in accordance with the manufacturer's specifications. If any County restricts access to the underfloor duct system by laying any floor covering, County shall be responsible for providing access thereto at its expense upon request of Landlord.

24. Landlord reserves the right to rescind, amend, alter or waive any of the foregoing Rules and Regulations at any time when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants, and no such rescission, amendment, alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of another tenant. Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of these Rules and Regulations.

25. For purposes of these Rules and Regulations the Building Management shall mean the duly designated representative of Landlord to manage the Building.

County: _

BY: _____

EXHIBIT D- Commencement Date

**DECLARATION BY LANDLORD AND TENANT
AS TO DATE OF DELIVERY AND ACCEPTANCE**

ATTACHED to and made a part of the Lease Agreement, dated the ____ day of _____, 2008, entered into by and between Rosa L. Dellenoci and VR LIMITED PARTNERSHIP, as Landlord, and MONTGOMERY COUNTY, MARYLAND as Tenant ("County").

The undersigned Landlord and Tenant do hereby declare that possession of the leased premises, containing 5,991 rentable square feet as described in Section 1 of the Lease and First Amendment to Lease, was accepted by County on the ____ day of _____, 2008. The building and other improvements required to be constructed by Landlord in accordance with the aforesaid Lease Agreement have been satisfactorily completed by Landlord, and accepted by Tenant and that the Lease Agreement for such Leased Premises is now in full force and effect, and for the purpose of this Agreement the "Lease Commencement Date" is established as being the ____ day of _____, 2008, and the Lease expiration date being on the ____ day of _____, 20__, and, as of the date of acceptance as herein set forth, there is no current right to set off against rents claimed by Tenant, against Landlord.

LANDLORD: VR Limited Partnership

By: _____ (SEAL)
Vito Dellenoci, General Partner

TENANT: Montgomery County, Maryland

By: _____ (SEAL)

Exhibit E-Tenant Estoppel Certificate

This Certification made this ____ day of _____, 20____, by Montgomery County, Maryland ("Tenant")

WITNESSETH:

WHEREAS, by Lease Agreement dated _____ (hereinafter referred to as "Lease") between Rosa L Dellenoci and VR Limited Partnership, as landlord (hereinafter referred to as "Landlord") and Montgomery County, Maryland, as tenant (hereinafter referred to as "County"), Landlord leased to County Suite 400 & Suite 410 in an office building known by street address as **1110 Bonifant Street, Silver Spring, Maryland** (the "building"), for a term and upon the terms and conditions set forth in said Lease; and

WHEREAS, pursuant to the terms of the Lease, County is required, within thirty (30) days after written request from Landlord to execute, acknowledge and deliver to Landlord this Certificate as confirmation of lease terms and provisions by County.

NOW, THEREFORE, County knowing that _____ will rely on this Certification, and intending to be legally bound hereby, certifies to _____ as follows:

- (1) The Lease and all addendums, amendments and Exhibits attached to the Lease are a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit E. The Lease as may amended in Exhibit F represents the entire agreement between the Landlord and Tenant as to the Leased Premises or any part of the Leased Premises.
- (2) The Lease Term commenced on _____, and terminates on _____. The Lease provides for _____ renewal/extension option(s) of _____ (months/years) each. The County has exercised _____ renewal/extension options on the date that this Certificate is issued by the County.
- (3) The amount of fixed monthly rent is \$ _____; the monthly common area or other charges are \$ _____. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 200_. Except the first installment of rent, no rent has been paid more than one (1) month in advance of its due date.
- (4) The County paid no security deposit under the terms of the Lease. The County has paid rent for the Leased Premises through _____, 200_____.

- (5) The County currently occupies the Leased Premises.
- (6) All work to be completed by Landlord for the County prior to occupancy has been performed as required and has been accepted by the County; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord up to the date of issuance of this Certificate have been credited or paid to the County.
- (7) As of the date that this Certificate is issued by the County, the County has no knowledge of any default by Landlord other than those that may specified and attached to this Exhibit E. As of the date that this Certificate is issued by the County, the County has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed and attached to this in Exhibit F.
- (8) The County is not in default under the Lease.
- (9) The County has not assigned the Lease or sublet all or any portion of the Leased Premises, except as listed in this Exhibit E. Any sublease or assignment documents are attached as part of Exhibit E.
- (10) Any notices to be sent to the County should be sent in the form required in the Lease to:

Montgomery County, Maryland
Office of Real Estate
101 Monroe Street
10th Floor
Rockville, MD 20850

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850

- (11) The undersigned is duly authorized to execute this Certificate.

COUNTY:
Montgomery County, Maryland

By: _____

Title: _____

Date: _____

TENANT ESTOPPEL CERTIFICATE

To: , its successors and/or assigns ("Lender")
 , its successors and/or assigns ("Purchaser")

Re: Property Address: ("Property")
Lease Date:
Between _____ ("Landlord") and
 _____ ("Tenant")
Square Footage Leased:
Suite No./Floor: ("Premises")

Tenant understands that Purchaser is contemplating purchasing the Property and that Lender is contemplating making a loan (the "Loan") to Purchaser for its acquisition of the Property. The undersigned, as the Tenant under the above-referenced lease ("Lease"), hereby certifies to Purchaser and Lender, the following:

- (1) The lease attached hereto as Exhibit "A" is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way and the Lease represents the entire agreement between the parties as to the Premises or any portion thereof.
- (2) The amount of fixed monthly rent is \$ _____; the percentage rent is ____; the monthly common area or other charges are \$ _____. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 200_. No such rent has been (except the first installment thereof) or will be paid more than one (1) month in advance of its due date.
- (3) The undersigned's security deposit is \$0.00. The undersigned has paid rent for the Premises up to and including _____, 200_.
- (4) The undersigned is currently in occupancy.
- (5) The Lease will not be altered or amended, without Lender's prior written consent.
- (6) The commencement date of the Lease was _____, the Lease terminates on _____ and the undersigned has the following renewal/extension option(s): _____
- (7) All work to be performed for the undersigned under the Lease has been performed as required and has been accepted by the undersigned; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to the undersigned have already been received by the undersigned.
- (8) To the best of the undersigned's knowledge, the Lease is free from default by Landlord. The undersigned has no knowledge of any offset, defense, deduction or claim against Landlord. Tenant is not in default under the Lease.
- (9) The undersigned has not assigned the Lease or sublet all or any portion of the Premises, except _____ Article ____ of the Lease, the undersigned does not hold the Premises under assignment or sublease except to _____ nor does anyone except the undersigned and its employees occupy the Premises except the _____.
- (10) The address to which notices to the undersigned should be sent is as set forth in the Lease.
- (11) Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Purchaser hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease.